

## TROPICAL ESCAPE TERMS AND CONDITIONS

1. The Tropical Escape entitles the recipient to 4 day/3 night 4-star accommodations in Hawaii, Belize or Cancun. This package is valid for 2 adults, and does not include cost of food, beverages, taxes, booking and resort fees, gratuities, airfare, ground transportation, or service charges. If you wish to add additional nights, upgrade your hotel, bring additional people or add airfare, this will be quoted at the time of booking.
2. Hotel Taxes and Booking Fees of \$99 USD per package are due at the time of booking and can be paid by Visa, Mastercard, AMEX or Discover.
3. To register your vacation, please fill out the attached registration form in its entirety and send it, along with your \$40 USD registration fee, to: Travel America Vacations, Inc., 1465 Slater Road, PO Box 5007 Ferndale, WA 98248-5007. The \$40 USD registration fee is non-refundable, except where prohibited by law. Only original and completely filled out registration forms will be accepted.
4. Preferred travel date requests must be received in our office with a minimum of 60 days notice. Check-in is valid for Sunday, Monday and Tuesday only. Your desired travel date is subject to availability at the time of booking. Peak travel periods may require a surcharge. Blackout dates apply.
5. Once your registration has been received, you will be advised by email if your preferred travel date is approved and you will be contacted 30 – 45 days prior to travel to finalize your booking. If you do not have email you will be advised by regular mail.
6. This certificate is valid for 18 months from date of purchase by the participating merchant. Travel must be completed before the expiration date on the registration form except where prohibited by law. The expiration date cannot be extended.
7. Only one certificate per family/household/person per year can be used. If two or more certificates are submitted, the additional certificates will be deemed void and unusable. This package cannot be used with any other travel promotions.
8. Travelers must have a valid Mastercard, Visa or American Express in order to check into hotel. For international travel, you must have a valid passport with a minimum of three months validity at time of booking. If you do not have a valid passport, we will not be able to finalize your reservation. Travel America Vacations, Inc. (TAV) may require your passport numbers. In the future, US Customs and Immigration and/or Canada Customs may require passports on domestic travel at which time TAV will require a valid passport to complete reservations for domestic travel as well.
9. This package is not valid for use with group travel. Group travel is defined as more than one certificate holder travelling or meeting at the same destination on the same travel date. Due to the promotional nature of this program, these packages cannot be purchased, bartered, or sold to the end user. Employees or relatives of the participating merchant are prohibited from using this package. This package is to be used for promotional purposes only and is only for customers of the participating merchant. This travel certificate will be void if any use is attempted under any of the above conditions and no refunds, rebates or credits to the participating merchant will be issued. This package is non-transferable.
10. Once your vacation has been finalized and booked, there are no changes, cancellations or refunds permitted. This travel certificate must be authorized and paid in full by the merchant from who you received it in order for TAV to book your reservation. If transportation or other services are canceled by TAV, all sums paid to TAV for services

not performed in accordance with the contract between TAV and registrant will be refunded within thirty days unless registrant requests TAV to apply the money to another travel product and/or date.

11. Washington Purchasers: You may cancel this contract without any cancellation fee or other penalty, or stated reason for doing so, by sending notice of cancellation to TAV by certified mail, return receipt requested, postmarked by midnight of the seventh calendar day following the day on which this contract is signed by you or the day any membership card and all membership materials are received by you, whichever is later. The day on which the contract was signed is not included as a "calendar day," and if the seventh calendar day falls on a Sunday or legal holiday, then the right to cancel this contract expires on the day immediately following that Sunday or legal holiday. Florida and Washington Purchasers: please send your written notice of cancellation to: Travel America Vacations, Inc., 1465 Slater Road, PO BOX 5007, Ferndale, WA, 98248-5007. TAV is registered with the states of Florida and California as a Seller of Travel. Florida: ST37037; California: CST 2073374 - 40. Pursuant to the CA law, TAV has a required Trust Account.
12. TAV is licensed in the Province of British Columbia as a seller of travel, 59095.
13. TAV does not assume any liability or responsibility for damage, expense or inconvenience, nor for any loss, injury, death or damage to any person or property at any hotel or at any theme park, or in transit to or from said hotel/airline/theme park or for any cause whatsoever due to delays, cancellation due to nature, mechanical breakdown, strikes or acts of God.
14. This offer is not valid where prohibited by law. All federal and local laws apply. TAV assumes no liability or responsibility for any promises or claims, written or verbal, made by anyone, other than those made in the terms and conditions provided herein.
15. Mail to: Travel America Vacations Inc. 1465 Slater Road, PO Box 5007 Ferndale, WA 98248-5007